

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 25th day of August 2021, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("District"), whose principal place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and SEMINOLE EDUCATION ASSOCIATION, INC. (SEA), SEMINOLE EDUCATIONAL CLERICAL ASSOCIATION, INC. (SECA), SEMINOLE COUNTY SCHOOLS BUS DRIVERS ASSOCIATION, INC. (SCSBDA), and the NON-INSTRUCTIONAL PERSONNEL OF SEMINOLE COUNTY SCHOOL BOARD OF PUBLIC INSTRUCTION ASSOCIATION, INC. (NIPSCO), whose principal place of business is 813 Orienta Avenue, Altamonte Springs, Florida 32701.

WHEREAS, the ongoing COVID-19 emergency, rising transmission and infection rates within Seminole County and concerns regarding health, safety, and instructional challenges has necessitated discussions between SCPS and SEA, SECA, SCSBDA and NIPSCO regarding the 2021-2022 school year.

Therefore, the parties retroactively agree from July 1, 2021, through the 2021-2022 school year as follows:

1. Fully Vaccinated Breakthrough Infection Leave:

- a. District employees who have been fully vaccinated against Covid-19, and who have subsequently tested positive for COVID-19 and consequently are required to isolate will be eligible for up to ten (10) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.
- b. District employees who have been fully vaccinated against Covid-19 and who have been notified by the Department of Health of exposure through contact tracing do not have to quarantine based on current guidelines. Should the Department of Health issue updated quarantine guidelines, and such is implemented by SCPS, District employees will comply with said updated guidelines.

2. Partially Vaccinated Exposure or Infection Leave:

- a. Partially vaccinated employees who are within the medically accepted time frame between the first and second shot and have subsequently are required to quarantine due to Covid-19 contract tracing tested positive for COVID-19 or tested positive for COVID-19 and consequently is required to either quarantine or isolate will be eligible for up to five (5) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.
- b. Upon receiving the second dose of the vaccine and becoming fully vaccinated against Covid-19, if such employee is required to quarantine or isolate a second time due to Covid-19 contract tracing or because they tested positive for COVID-19 and consequently are required to either quarantine or isolate will be eligible for up to five (5) more days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.

3. Unvaccinated Exposure or Infection Leave:

- a. District employees who have not been vaccinated against Covid-19 and who have subsequently tested positive for COVID-19 and consequently are required to isolate will be required to use sick time or unpaid leave.
- b. District employees who have not been vaccinated against Covid-19 and have been required to quarantine by the Department of Health will be required to use sick time or unpaid leave.

4. Medically Exempt Exposure or Infection Leave:

- a. District employees who have not been vaccinated against Covid-19 and who are subsequently required to either quarantine due to Covid-19 contract tracing or tested positive for COVID-19 and consequently are required to isolate will be eligible for up to ten (10) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements, provided that such employee submits a physician's note, signed by his/her treating physician, to the SCPS HR Department stating the employee

has an underlying health condition that existed prior to testing positive for COVID-19, and that the condition prohibits said employee from being vaccinated.

5. Additional Leave Provision:

a. Fully Vaccinated Breakthrough Infection Leave:

District employees who have been fully vaccinated against Covid-19 and who subsequently have a dependent child(ren) who are required to quarantine due to Covid-19 contract tracing or tested positive for COVID-19 and consequently are required to either quarantine or isolate will be eligible for up to ten (10) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.

b. Partially Vaccinated Exposure or Infection Leave:

Partially vaccinated district employees who are within the medically accepted time frame between the first and second shot and have subsequently have a dependent child(ren) who are required to quarantine due to Covid-19 contract tracing or tested positive for COVID-19 and consequently is required to either quarantine or isolate will be eligible for up to five (5) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted. Upon receiving the second dose of the vaccine and becoming fully vaccinated against Covid-19, if such employee who's dependent child(ren) are required to quarantine at a later date due to Covid-19 contract tracing or tested positive for COVID-19 and consequently are required to either quarantine or isolate will be eligible for up to five (5) more days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.

c. Unvaccinated Exposure or Infection Leave:

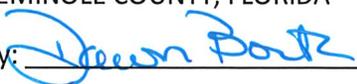
District employees who are not vaccinated against Covid-19 and who subsequently have a dependent child(ren) who are required to quarantine due to Covid-19 contract tracing or tested positive for COVID-19 and consequently are required to either quarantine or isolate are required to use their personal sick time.

d. Medically Exempt Exposure or Infection Leave:

District employees who have not been vaccinated against Covid-19 and who have a dependent child(ren) subsequently tested positive for COVID-19 and consequently are required to isolate will be eligible for up to ten (10) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements, provided that such employee submits a physician's note, signed by his/her treating physician, to the SCPS HR Department stating the employee has an underlying health condition that existed prior to testing positive for COVID-19, and that the condition prohibits said employee from being vaccinated.

This MOU shall be effective for the 2021 - 2022 school year. This MOU does not permit any form of "site-based bargaining/negotiations" outside of what is expressly memorialized here. SEA, SECA, SCSBDA, NIPSCO and SCPS retain the authority to enforce the Collective Bargaining Agreement as necessary and this MOU is not intended to create precedents for a waiver of contract terms. Notwithstanding, in the event of a conflict between the terms of this MOU and the terms of the Collective Bargaining Agreement, this MOU shall take precedence.

For: THE SCHOOL BOARD OF
SEMINOLE COUNTY, FLORIDA

By: 

Dawn Bontz, Director, Employee and
Governmental Relations/Personnel

Date: 8/25/21

For: SEMINOLE UNISERV

By: 

Chardo Richardson, Executive Director
Seminole UniServ

Date: 8/25/21